

**GASTON SNOW & ELY BARTLETT**

ONE FEDERAL STREET  
BOSTON, MASSACHUSETTS 02110

617/426-4600  
TELEX: 94-0890 GASTON BSN  
CABLE: GASTOW  
TELECOPY 617/426-6865

WILLIAM GASTON (1844-1894)  
FREDERICK E. SNOW (1886-1935)  
JOSEPH B. ELY (1905-1956)  
JOSEPH W. BARTLETT (1901-1960)

TWO PALO ALTO SQUARE  
PALO ALTO, CALIFORNIA 94304  
415/856-2400

2801 PONCE DE LEON BOULEVARD  
CORAL GABLES, FLORIDA 33134  
305/445-1477

GASTON SNOW BEEKMAN & BOGUE  
14 WALL STREET  
NEW YORK, NEW YORK 10005  
212/227-8200

December 31, 1981

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

No. **DEC 31 1981**

Date \_\_\_\_\_

File # \_\_\_\_\_

Dear Sir:

Enclosed please find an original and two (2) executed and acknowledged counterparts of the following document to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

First Supplement to Lease, a secondary document, dated as of December 31, 1981, between the following parties:

Lessor: The Connecticut Bank and Trust Company,  
Trustee  
One Constitution Plaza  
Hartford, Connecticut 06103

Lessee: Gulf States Utilities Company  
285 Liberty Street  
Beaumont, Texas 77701

The primary document to which this document relates is recorded under Recordation No. 13361-B.

A description of the equipment covered by this document follows:

3 100-ton double rotary BethGon Coalporter gondola cars, AAR Mechanical Designation GT, AAR Type Code G092, and bearing numbers GSNX 64 to 67 inclusive and 354 100-ton BethGon Coalporter gondola cars, AAR Mechanical Designation GT, AAR Type Code G092, and bearing numbers GSNX 344-697, inclusive.

A short summary of the document to appear in the index follows:

Supplement to Lease between The Connecticut Bank and Trust Company, Trustee, One Constitution Plaza, Hartford, Connecticut 06103 and Gulf States Utilities Company, 285 Liberty Street, Beaumont, Texas 77701, dated as of December 31, 1981 and covering

RECORDED NO. 13361-B

DEC 31 1981 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

DEC 31 1981

*Original  
Gaston Snow & Ely Bartlett*

GASTON SNOW & ELY BARTLETT

Secretary  
Interstate Commerce Commission  
Page 2

3 100-ton double rotary gondola cars, numbers GSNX 64 to 66, inclusive, and 354 100-ton single rotary gondola cars, numbers GSNX 344-697, inclusive.

A fee of \$10 is enclosed. Please return the originals and any extra counterparts not needed by the Commission for recordation to the undersigned at the Boston address indicated above.

Very truly yours,

  
Joseph C. Kennedy, Jr.

JCKjr/mtn  
Enclosures

RECORDATION NO. 13361- D  
FILED 1425

DEC 31 1981 10 25 AM

INTERSTATE COMMERCE COMMISSION

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FIRST SUPPLEMENT

Dated as of December 31, 1981

TO

LEASE OF RAILROAD EQUIPMENT

Dated as of December 1, 1981

between

THE CONNECTICUT BANK AND TRUST COMPANY  
AS LESSOR

and

GULF STATES UTILITIES COMPANY  
AS LESSEE

RELATING TO:  
605 ONE HUNDRED-TON  
UNIT TRAIN  
STEEL COAL PORTER CARS

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Filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on \_\_\_\_\_, 19\_\_\_\_\_.M.,  
Recordation No. \_\_\_\_\_.

FIRST SUPPLEMENT  
TO  
LEASE OF RAILROAD EQUIPMENT

This FIRST SUPPLEMENT, dated as of December 31, 1981, to LEASE OF RAILROAD EQUIPMENT, dated as of December 1, 1981, between THE CONNECTICUT BANK AND TRUST COMPANY (herein called "Lessor"), not in its individual capacity but solely as Trustee under a Trust Agreement dated as of December 1, 1981 and GULF STATES UTILITIES COMPANY, a Texas corporation (herein called "Lessee"),

W I T N E S S E T H

WHEREAS, The parties hereto have entered into a Lease of Railroad Equipment dated as of December 1, 1981 (the "Lease") recorded with the Interstate Commerce Commission on December 16, 1981, as Recordation No. 13361-B, which relates to the Units of Equipment set forth in Part I of Annex A thereto, to which this First Supplement ("Supplement"); is an amendment and supplement; and

WHEREAS, the Lessor and Lessee wish to add additional Units of Equipment to the Lease, to revise the rentals payable under Section 3 thereof and to revise the Casualty Values and Termination Values set forth in Annex B and Annex C thereto, respectively, and to reconfirm their obligations thereunder;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree that the Lease shall be amended and supplemented as follows:

A. (i) The Units of Equipment which are subject to the Lease pursuant to Section 2 thereof upon the filing of this Supplement shall be deemed to include both the Beth Gon Coalporter Cars designated in Parts I and II of Annex A attached hereto as Exhibit 1; (ii) the rents payable under Section 3 of the Lease shall be increased to reflect the addition of the Part II cars under the Lease; and (iii) Section 3 of the Lease is hereby amended to provide that the percentage set forth in line 5 of the first paragraph of Section 3 shall be 2.004511% and the percentage set forth in line 8 of said first paragraph of Section 3 shall be 5.44935%.

B. Annex B to the Lease is hereby removed from the Lease and replaced with Exhibit 2 hereto and Annex C to the Lease is hereby removed from the Lease and replaced with Exhibit 3 hereto.

C. Both the Lessee and Lessor reconfirm all of their representations, warranties and undertakings set forth in the Lease as if set forth herein in full.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Supplement to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, and have caused this Supplement to be delivered in the City and State of New York, all as of the date of this Supplement first above written.

LESSOR:

THE CONNECTICUT BANK AND  
TRUST COMPANY, as  
Trustee as aforesaid.

By:   
Assistant Vice President

(Corporate Seal)

Attest:

  
Assistant Secretary

LESSEE:

GULF STATES UTILITIES  
COMPANY

By: \_\_\_\_\_  
Vice President

(Corporate Seal)

Attest:

\_\_\_\_\_  
Secretary

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Supplement to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, and have caused this Supplement to be delivered in the City and State of New York, all as of the date of this Supplement first above written.

LESSOR:

THE CONNECTICUT BANK AND  
TRUST COMPANY, as  
Trustee as aforesaid.

By: \_\_\_\_\_  
Assistant Vice President

(Corporate Seal)

Attest:

\_\_\_\_\_  
Assistant Secretary

LESSEE:

GULF STATES UTILITIES  
COMPANY

By: Calvin J. Schert  
Vice President

(Corporate Seal)

Attest:

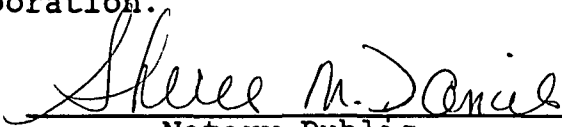
Lillian D. Ogden  
Secretary

STATE OF CONNECTICUT )

COUNTY OF HARTFORD )

SS HARTFORD

On this 28th day of December, 1981, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of The Connecticut Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
SHEREE M. DANIELS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1985

(Notarial Seal)

My commission expires:

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STATE OF TEXAS )

COUNTY OF )

SS

On this \_\_\_\_\_ day of December, 1981, before me personally appeared Calvin J. Hebert, to me personally known, who, being by me duly sworn, said that he is Vice President of Gulf States Utilities Company that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My commission expires:

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STATE OF CONNECTICUT

COUNTY OF

)  
)  
)

SS

On this \_\_\_\_ day of December, 1981, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of The Connecticut Bank and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

My commission expires:

\_\_\_\_\_

STATE OF TEXAS

COUNTY OF

)  
)  
)

SS

On this 31st day of December, 1981, before me personally appeared Calvin J. Hebert, to me personally known, who, being by me duly sworn, said that he is Vice President of Gulf States Utilities Company that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jane S. Kaulhus  
Notary Public

(Notarial Seal)

My commission expires:

October 13, 1985



## EXHIBIT 1

ANNEX A

<u>Type</u>	<u>Builder's Specifications</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Car Numbers (Both Inclusive)</u>	<u>Unit Base Price</u>	<u>Maximum Purchase Price</u>	<u>Estimated Time and Place of Delivery</u>
<u>Part I:</u>							
Beth Gon Coalporter	100-Ton Double Rotary	Bethlehem, PA	4	60-63	\$41,878.82	\$ 167,515.28	December 16, 1981
Beth Gon Coalporter	100-Ton Single Rotary	Bethlehem, PA	244	100-343	\$41,528.82	\$10,133,032.03	December 16, 1981
<u>TOTAL PART I</u>						<u>\$10,300,547.31</u>	
<u>Part II:</u>							
Beth Gon Coalporter	100-Ton Double Rotary	Bethlehem, PA	3	64-66	\$41,164.09	\$ 123,492.27	December 31, 1981
Beth Gon Coalporter	100-Ton Single Rotary	Bethlehem, PA	354	344-697	\$40,814.09	\$14,448,187.86	December 31, 1981
<u>TOTAL PART II</u>						<u>\$14,571,680.13</u>	
<u>AGGREGATE TOTAL</u>						<u>\$24,872,227.44</u>	

## EXHIBIT 2.

ANNEX B - LEASE OF RAILROAD EQUIPMENTSchedule of Casualty Values

The Casualty Value of each Unit as of the rental payment date on which payment is to be made as stated in Section 7 shall be that percentage of the Purchase Price of such Unit as is set forth in column (E) of the following schedule opposite the applicable casualty occurrence period set forth in column (A).

(A)	(B)	(C)	(D)	(E)
<u>Date of Casualty Occurrence (inclusive)</u>	<u>Rental Payment Date</u>	<u>Basic Casualty Value</u>	<u>ITC Recapture</u>	<u>Total Casualty Value</u>
12/81	3/1/82	83.403738	8.208208	91.611946
1/82 - 2/82	3/1/82	83.403738	20.020020	103.423758
3/82 - 8/82	9/1/82	86.232443	20.020020	106.252463
9/82 - 12/82	3/1/83	88.604721	20.020020	108.624741
1/83 - 2/83	3/1/83	88.604721	16.016016	104.620737
3/83 - 8/83	9/1/83	90.416798	16.016016	106.432814
9/83 - 12/83	3/1/84	91.781763	16.016016	107.797779
1/84 - 2/84	3/1/84	91.781763	12.012012	103.793779
3/84 - 8/84	9/1/84	92.548017	12.012012	104.560029
9/84 - 12/84	3/1/85	92.810192	12.012012	104.822104
1/85 - 2/85	3/1/85	92.810192	8.008008	100.818200
3/85 - 8/85	9/1/85	92.415416	8.008008	100.423424
9/85 - 12/85	3/1/86	91.450829	8.008008	99.458837
1/86 - 2/86	3/1/86	91.450829	4.004004	95.454833
3/86 - 8/86	9/1/86	90.153217	4.004004	94.157221
9/86 - 12/86	3/1/87	88.730857	4.004004	92.734861
1/87 - 2/87	3/1/87	-	-	88.730857
3/87 - 8/87	9/1/87	-	-	87.232926
9/87 - 2/88	3/1/88	-	-	85.650707
3/88 - 8/88	9/1/88	-	-	83.991383
9/88 - 2/89	3/1/89	-	-	82.240690
3/89 - 8/89	9/1/89	-	-	80.410790
9/89 - 2/90	3/1/90	-	-	78.482095
3/90 - 8/90	9/1/90	-	-	76.471626
9/90 - 2/91	3/1/91	-	-	74.357232
3/91 - 8/91	9/1/91	-	-	72.187384
9/91 - 2/92	3/1/92	-	-	69.936019
3/92 - 8/92	9/1/92	-	-	67.640638
9/92 - 2/93	3/1/93	-	-	65.270836
3/93 - 8/93	9/1/93	-	-	62.873391
9/93 - 2/94	3/1/94	-	-	60.412470
3/94 - 8/94	9/1/94	-	-	57.944368
9/94 - 2/95	3/1/95	-	-	55.426849

3/95 - 8/95	9/1/95	-	-	52.926722
9/95 - 2/96	3/1/96	-	-	50.395409
3/96 - 8/96	9/1/96	-	-	47.912575
9/96 - 2/97	3/1/97	-	-	45.423739
3/97 - 8/97	9/1/97	-	-	42.911761
9/97 - 2/98	3/1/98	-	-	40.188925
3/98 - 8/98	9/1/98	-	-	37.324290
9/98 - 2/99	3/1/99	-	-	34.232428
3/99 - 8/99	9/1/99	-	-	30.976986
9/99 - 2/00	3/1/00	-	-	27.469399
3/00 - 8/00	9/1/00	-	-	23.771401
9/00 - 2/01	3/1/01	-	-	19.792697
3/01 - 8/01	9/1/01	-	-	15.593180
9/01 - 2/02	3/1/02	-	-	10.999966

## EXHIBIT 3.

ANNEX C - LEASE OF RAILROAD EQUIPMENTSchedule of Termination Values

The Termination Value of each Unit as of the rental payment number on which payment is to be made as stated in Section 9 shall be that percentage of the Purchase Price of such Unit as is set forth in the following schedule opposite such rental payment number.

<u>Date</u>	<u>No.</u>	<u>Percentage</u>
3/1987	11	88.730857
9/1987	12	87.232926
3/1988	13	85.650707
9/1988	14	83.991383
3/1989	15	82.240690
9/1989	16	80.410790
3/1990	17	78.482095
9/1990	18	76.471626
3/1991	19	74.357232
9/1991	20	72.187384
3/1992	21	69.936019
9/1992	22	67.640638
3/1993	23	65.270836
9/1993	24	62.873391
3/1994	25	60.412470
9/1994	26	57.944368
3/1995	27	55.426849
9/1995	28	52.926722
3/1996	29	50.395409
9/1996	30	47.912575
3/1997	31	45.423739
9/1997	32	42.911761
3/1998	33	40.188925
9/1998	34	37.324290
3/1999	35	34.232428
9/1999	36	30.976986
3/2000	37	27.469399
9/2000	38	23.771401
3/2001	39	19.792697
9/2001	40	15.593180
3/2002	41	10.999966